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|--|--|--|--|---|--------------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE 1 OF 44 PAGES |
| 2. CONTRACT (Proc. Inst. Ident.) NO. BP3300-12-C-5003 | | 3. EFFECTIVE DATE | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. | |
| 5. ISSUED BY DLA Distribution J Avenue, Building 404 New Cumberland, PA 17070 | | CODE BP3300 | 6. ADMINISTERED BY (If other than Item 5) DLA Distribution (Gary Walls) J Avenue, Building 404 New Cumberland, PA 17070 | | CODE BP3300 |

| | | | |
|---|---------------|--|--|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) URS Federal Services Inc. 20501 Seneca Meadows Parkway, Suite 300 Germantown, MD 20876 | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | |
| 9. DISCOUNT FOR PROMPT PAYMENT | | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN | |
| CODE 5W3V7 | FACILITY CODE | ITEM | |

| | | | | |
|--|--|------|--|-------------|
| 11. SHIP TO/MARK FOR DLA Distribution Hill UT | | CODE | 12. PAYMENT WILL BE MADE BY Defense Finance & Accounting Office EBB (Formerly BSM), P.O. Box 369031 Columbus, OH 43236-9031 | CODE BL4701 |
|--|--|------|--|-------------|

| | | | |
|---|--|---------------------------------------|--|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1) | | 14. ACCOUNTING AND APPROPRIATION DATA | |
|---|--|---------------------------------------|--|

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------|------------------------|---------------|-----------|-----------------|-------------|
| | | | | | |

15G. TOTAL AMOUNT OF CONTRACT ▶ \$

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

| | | | |
|---|--|--|--|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | 18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) | |
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| | | | |
|--|-----------------------------|--|-----------------------------|
| 19A. NAME AND TITLE OF SIGNER (Type or Print) VP FINANCE William C Neeb Jr. | | 20A. NAME OF CONTRACTING OFFICER Margaret K. Ross | |
| 19B. (b) (6) | 19C. DATE SIGNED 7/30/12 | 20B. (b) (6) | 20C. DATE SIGNED 7/31/12 |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|--------|---------------|---------------|
| | Part I – The Schedule | | | | |
| | Section B – Supplies or Services and Prices/Costs | | | | |
| | BASE PERIOD 1 August 2012 through 31 July 2013 | | | | |
| | Fixed Price Incentive Firm (Applicable to CLIN 0001) | | | | |
| 0001 | Services to Perform Phase-In (C-1.7) and Warehousing and Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) | 12 | Months | \$ [REDACTED] | \$ [REDACTED] |
| | Target Cost | | | | \$ [REDACTED] |
| | Target profit ([REDACTED] % of Target Cost) | | | | \$ [REDACTED] |
| | Total Target Price | | | | \$ [REDACTED] |
| | Ceiling Price (120% of Target Cost) | | | | \$ [REDACTED] |
| | Share Formula: Government/Contractor Over & Under Target (%) 80/20 | | | | |
| | Firm Fixed Price (Applicable to CLIN 0002) | | | | |
| 0002 | Preventative Equipment Maintenance (PWS Section C-4.5.2) | 9 | Months | \$ [REDACTED] | \$ [REDACTED] |
| | Cost Reimbursement (Applicable to CLINs 0003, 0004, 0005, & 0006) | | | | |
| 0003 | Unscheduled Equipment Maintenance (PWS Section C-4.5.3) | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| 0004 | Non –Capital Equipment Replacement (PWS Section C-3.2.2.B.5) | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| 0005 | Material Support Costs for CLINs 0001, and 0007 | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| 0006 | Travel/Training Conference (PWS Sections C-3.5, C-4.6, and C-5.9) | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Labor Hour (Applicable to CLIN 0007) | | | | |
| 0007 | Special Projects/Surge & Sustainment (PWS Section C-5.8) | | | | |
| 0007AA | Material Handling Laborer | 1,300 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| 0007AB | Forklift Operator | 660 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| 0007AC | Warehouse Specialist | 330 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| 0007AD | Supply Technician | 50 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| 0007AE | Woodworker | 1,100 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| 0007AF | Material Coordinator | 30 | HRS | \$ [REDACTED] | \$ [REDACTED] |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|---------------|
| | Ceiling Price | | | | \$ [REDACTED] |
| 0008 | Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) A001 Phase In and Weekly Reports A002 Environmental, Safety and Occupational Health(ESOH) A003 Electrostatic Discharge (ESD) Control Program A004 Surge, Sustainment, and Disaster Recovery Plan(SSDRP) A005 Equip. Maintenance for Government Furnished Equip.(GFE) A006 Quality Control/Customer Satisfaction Plan(QC/CSP) A007 Customer Service Support Procedures/On Call Response Roster A008 Location Survey Schedule A009 Accountable Property Inventory Schedule A010 Monthly Cost Report for CLINX001 A011 Monthly Cost Report for CLINX003 A012 Monthly Cost Report for CLINX004 A013 Monthly Cost Report for CLINX005 A014 Monthly Cost Report for CLINX006 A015 Monthly Cost Report for CLINX007 A016 Open/Unconfirmed Material Release Orders (MRO) A017 Government Cargo Recovery Effort Program (GOCARE) A018 DOT Exemption Usage Report A019 Storage Space Management Report A020 Shipment to Restricted Country Approval Necessary A021 Equipment Work Order (EWO) Repairs Greater than \$1,000 A022 RPO Quarterly Audit Checklist A023 Radioactive Material Inventory Report TOTAL CEILING – BASE PERIOD | 1 | LOT | NSP | NSP |
| | | | | | \$ [REDACTED] |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|--------|---------------|---------------|
| 1001 | OPTION PERIOD ONE | | | | |
| | EFFECTIVE 1 August 2013 through 31 July 2014 | | | | |
| | Fixed Price Incentive Firm (Applicable to CLIN 1001) | | | | |
| | Warehousing and Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) | 12 | Months | \$ [REDACTED] | \$ [REDACTED] |
| | Target Cost | | | | \$ [REDACTED] |
| | Target profit ([REDACTED] % of Target Cost) | | | | \$ [REDACTED] |
| | Total Target Price | | | | \$ [REDACTED] |
| | Ceiling Price (120% of Target Cost) | | | | \$ [REDACTED] |
| | Share Formula: Government/Contractor | | | | |
| | Over & Under Target (%) 80/20 | | | | |
| 1002 | Firm Fixed Price (Applicable to CLIN 1002) | | | | |
| | Preventative Equipment Maintenance (PWS Section C-4.5.2) | 12 | Months | \$ [REDACTED] | \$ [REDACTED] |
| 1003 | Cost Reimbursement (Applicable to CLINs 1003, 1004, 1005, & 1006) | | | | |
| | Unscheduled Equipment Maintenance (PWS Section C-4.5.3) | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| 1004 | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| 1005 | Non -Capital Equipment Replacement (PWS Section C-3.2.2.B.5) | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| 1006 | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| 1007 | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| 1007AA | Travel/Training Conference (PWS Sections C-3.5, C-4.6, and C-5.9) | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| 1007AB | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| 1007AC | Material Support Costs for CLINs 1001, and 1007 | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| 1007AD | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| 1007AE | Travel/Training Conference (PWS Sections C-3.5, C-4.6, and C-5.9) | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| 1007AF | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| | G&A Rate [REDACTED] % | | | | \$ [REDACTED] |
| 1007AF | Labor Hour (Applicable to CLIN 2007) | | | | |
| | Special Projects/Surge & Sustainment (PWS Section C-5.8) | | | | \$ [REDACTED] |
| | Material Handling Laborer | 1,300 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| 1007AB | Forklift Operator | 660 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| | Warehouse Specialist | 330 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| | Supply Technician | 50 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| 1007AE | Woodworker | 1,100 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| | Material Coordinator | 30 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| | Ceiling Price | | | | \$ [REDACTED] |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|---------------|
| 1008 | Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) A001 Phase In and Weekly Reports A002 Environmental, Safety and Occupational Health(ESOH) A003 Electrostatic Discharge (ESD) Control Program A004 Surge, Sustainment, and Disaster Recovery Plan(SSDRP) A005 Equip. Maintenance for Government Furnished Equip.(GFE) A006 Quality Control/Customer Satisfaction Plan(QC/CSP) A007 Customer Service Support Procedures/On Call Response Roster A008 Location Survey Schedule A009 Accountable Property Inventory Schedule A010 Monthly Cost Report for CLINX001 A011 Monthly Cost Report for CLINX003 A012 Monthly Cost Report for CLINX004 A013 Monthly Cost Report for CLINX005 A014 Monthly Cost Report for CLINX006 A015 Monthly Cost Report for CLINX007 A016 Open/Unconfirmed Material Release Orders (MRO) A017 Government Cargo Recovery Effort Program (GOCARE) A018 DOT Exemption Usage Report A019 Storage Space Management Report A020 Shipment to Restricted Country Approval Necessary A021 Equipment Work Order (EWO) Repairs Greater than \$1,000 A022 RPO Quarterly Audit Checklist A023 Radioactive Material Inventory Report TOTAL CEILING – OPTION PERIOD ONE | 1 | LOT | NSP | NSP |
| | | | | | \$ [REDACTED] |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|--------|---------------|---------------|
| 2001 | OPTION PERIOD TWO | | | | |
| | EFFECTIVE 1 August 2014 through 31 July 2015 | | | | |
| | Fixed Price Incentive Firm (Applicable to CLIN 2001) | | | | |
| | Warehousing and Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) | 12 | Months | \$ [REDACTED] | \$ [REDACTED] |
| | Target Cost | | | | \$ [REDACTED] |
| | Target profit ([REDACTED] % of Target Cost) | | | | \$ [REDACTED] |
| | Total Target Price | | | | \$ [REDACTED] |
| | Ceiling Price (120% of Target Cost) | | | | \$ [REDACTED] |
| | Share Formula: Government/Contractor | | | | |
| | Over & Under Target (%) 80/20 | | | | |
| 2002 | Firm Fixed Price (Applicable to CLIN 2002) | | | | |
| | Preventative Equipment Maintenance (PWS Section C-4.5.2) | 12 | Months | \$ [REDACTED] | \$ [REDACTED] |
| 2003 | Cost Reimbursement (Applicable to CLINs 2003, 2004, 2005, & 2006) | | | | |
| | Unscheduled Equipment Maintenance (PWS Section C-4.5.3) | | | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| 2004 | G&A Rate [REDACTED] | | | | \$ [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| 2005 | G&A Rate [REDACTED] | | | | \$ [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| 2006 | G&A Rate [REDACTED] | | | | \$ [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | \$ [REDACTED] |
| | Estimated Cost | | | | \$ [REDACTED] |
| 2007 | Labor Hour (Applicable to CLIN 2007) | | | | |
| | Special Projects/Surge & Sustainment (PWS Section C-5.8) | | | | |
| | Material Handling Laborer | 1,300 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| | Forklift Operator | 660 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| | Warehouse Specialist | 330 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| | Supply Technician | 50 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| | Woodworker | 1,100 | HRS | \$ [REDACTED] | \$ [REDACTED] |
| 2007AF | Material Coordinator | 30 | HRS | \$ [REDACTED] | \$ [REDACTED] |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|---------------|
| | Ceiling Price | | | | \$ [REDACTED] |
| 2008 | Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) A001 Phase In and Weekly Reports A002 Environmental, Safety and Occupational Health(ESOH) A003 Electrostatic Discharge (ESD) Control Program A004 Surge, Sustainment, and Disaster Recovery Plan(SSDRP) A005 Equip. Maintenance for Government Furnished Equip.(GFE) A006 Quality Control/Customer Satisfaction Plan(QC/CSP) A007 Customer Service Support Procedures/On Call Response Roster A008 Location Survey Schedule A009 Accountable Property Inventory Schedule A010 Monthly Cost Report for CLINX001 A011 Monthly Cost Report for CLINX003 A012 Monthly Cost Report for CLINX004 A013 Monthly Cost Report for CLINX005 A014 Monthly Cost Report for CLINX006 A015 Monthly Cost Report for CLINX007 A016 Open/Unconfirmed Material Release Orders (MRO) A017 Government Cargo Recovery Effort Program (GOCARE) A018 DOT Exemption Usage Report A019 Storage Space Management Report A020 Shipment to Restricted Country Approval Necessary A021 Equipment Work Order (EWO) Repairs Greater than \$1,000 A022 RPO Quarterly Audit Checklist A023 Radioactive Material Inventory Report TOTAL CEILING – OPTION PERIOD TWO | 1 | LOT | NSP | NSP |
| | | | | | [REDACTED] |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|--------|---------------|------------|
| | OPTION PERIOD THREE | | | | |
| | EFFECTIVE 1 August 2015 through 31 July 2016 | | | | |
| | Fixed Price Incentive Firm (Applicable to CLIN 3001) | | | | |
| 3001 | Warehousing and Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) | 12 | Months | \$ [REDACTED] | [REDACTED] |
| | Target Cost | | | | [REDACTED] |
| | Target profit ([REDACTED] of Target Cost) | | | | [REDACTED] |
| | Total Target Price | | | | [REDACTED] |
| | Ceiling Price (120% of Target Cost) | | | | [REDACTED] |
| | Share Formula: Government/Contractor Over & Under Target (%) 80/20 | | | | |
| | Firm Fixed Price (Applicable to CLIN 3002) | | | | |
| 3002 | Preventative Equipment Maintenance (PWS Section C-4.5.2) | 12 | Months | [REDACTED] | [REDACTED] |
| | Cost Reimbursement (Applicable to CLINs 3003, 3004, 3005, & 3006) | | | | |
| 3003 | Unscheduled Equipment Maintenance (PWS Section C-4.5.3) | | | | [REDACTED] |
| | Estimated Cost | | | | [REDACTED] |
| | G&A Rate [REDACTED] | | | | [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | [REDACTED] |
| 3004 | Non -Capital Equipment Replacement (PWS Section C-3.2.2.B.5) | | | | [REDACTED] |
| | Estimated Cost | | | | [REDACTED] |
| | G&A Rate [REDACTED] | | | | [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | [REDACTED] |
| 3005 | Material Support Costs for CLINs 3001, and 3007 | | | | [REDACTED] |
| | Estimated Cost | | | | [REDACTED] |
| | G&A Rate [REDACTED] | | | | [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | [REDACTED] |
| 3006 | Travel/Training Conference (PWS Sections C-3.5, C-4.6, and C-5.9) | | | | [REDACTED] |
| | Estimated Cost | | | | [REDACTED] |
| | G&A Rate [REDACTED] | | | | [REDACTED] |
| | Not-to-Exceed (NTE) | 1 | LOT | | [REDACTED] |
| | Labor Hour (Applicable to CLIN 3007) | | | | |
| 3007 | Special Projects/Surge & Sustainment (PWS Section C-5.8) | | | | |
| 3007AA | Material Handling Laborer | 1,300 | HRS | [REDACTED] | [REDACTED] |
| 3007AB | Forklift Operator | 660 | HRS | [REDACTED] | [REDACTED] |
| 3007AC | Warehouse Specialist | 330 | HRS | [REDACTED] | [REDACTED] |
| 3007AD | Supply Technician | 50 | HRS | [REDACTED] | [REDACTED] |
| 3007AE | Woodworker | 1,100 | HRS | [REDACTED] | [REDACTED] |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|--------|
| 3007AF | Material Coordinator | 30 | HRS | | |
| | Ceiling Price | | | | |
| 3008 | Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) A001 Phase In and Weekly Reports A002 Environmental, Safety and Occupational Health(ESOH) A003 Electrostatic Discharge (ESD) Control Program A004 Surge, Sustainment, and Disaster Recovery Plan(SSDRP) A005 Equip. Maintenance for Government Furnished Equip.(GFE) A006 Quality Control/Customer Satisfaction Plan(QC/CSP) A007 Customer Service Support Procedures/On Call Response Roster A008 Location Survey Schedule A009 Accountable Property Inventory Schedule A010 Monthly Cost Report for CLINX001 A011 Monthly Cost Report for CLINX003 A012 Monthly Cost Report for CLINX004 A013 Monthly Cost Report for CLINX005 A014 Monthly Cost Report for CLINX006 A015 Monthly Cost Report for CLINX007 A016 Open/Unconfirmed Material Release Orders (MRO) A017 Government Cargo Recovery Effort Program (GOCARE) A018 DOT Exemption Usage Report A019 Storage Space Management Report A020 Shipment to Restricted Country Approval Necessary A021 Equipment Work Order (EWO) Repairs Greater than \$1,000 A022 RPO Quarterly Audit Checklist A023 Radioactive Material Inventory Report TOTAL CEILING – OPTION PERIOD THREE | 1 | LOT | NSP | NSP |
| | | | | | |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|--------|------------|--------|
| 4001 | OPTION PERIOD FOUR | | | | |
| | EFFECTIVE 1 August 2016 through 31 July 2017 | | | | |
| | Fixed Price Incentive Firm (Applicable to CLIN 4001) | | | | |
| | Warehousing and Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) | 12 | Months | | |
| | Target Cost | | | | |
| | Target profit (of Target Cost) | | | | |
| | Total Target Price | | | | |
| | Ceiling Price (120% of Target Cost) | | | | |
| | Share Formula: Government/Contractor | | | | |
| | Over & Under Target (%) 80/20 | | | | |
| 4002 | Firm Fixed Price (Applicable to CLIN 4002) | | | | |
| | Preventative Equipment Maintenance (PWS Section C-4.5.2) | 12 | Months | | |
| | Cost Reimbursement (Applicable to CLINs 4003, 4004, 4005, & 4006) | | | | |
| | Unscheduled Equipment Maintenance (PWS Section C-4.5.3) | | | | |
| | Estimated Cost | | | | |
| | G&A Rate | | | | |
| | Not-to-Exceed (NTE) | 1 | LOT | | |
| | Non -Capital Equipment Replacement (PWS Sections C-3.2.2.B.5) | | | | |
| | Estimated Cost | | | | |
| | G&A Rate | | | | |
| 4003 | Not-to-Exceed (NTE) | 1 | LOT | | |
| | Material Support Costs for CLINs 4001, and 4007 | | | | |
| | Estimated Cost | | | | |
| | G&A Rate | | | | |
| | Not-to-Exceed (NTE) | 1 | LOT | | |
| | Travel/Training Conference (PWS Sections C-3.5, C-4.6, and C-5.9) | | | | |
| | Estimated Cost | | | | |
| | G&A Rate | | | | |
| | Not-to-Exceed (NTE) | 1 | LOT | | |
| | Labor Hour (Applicable to CLIN 4007) | | | | |
| 4007 | Special Projects/Surge & Sustainment (PWS Section C-5.8) | | | | |
| 4007AA | Material Handling Laborer | 1,300 | HRS | | |
| 4007AB | Forklift Operator | 660 | HRS | | |
| 4007AC | Warehouse Specialist | 330 | HRS | | |
| 4007AD | Supply Technician | 50 | HRS | | |
| 4007AE | Woodworker | 1,100 | HRS | | |

| Item No. | Supplies/ Services | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|------------|
| 4007AF | Material Coordinator Ceiling Price | 30 | HRS | [REDACTED] | [REDACTED] |
| 4008 | Contract Data Requirements List (CDRL) in accordance with DD Form 1423. (NOTE: CONTRACTOR SHALL NOT PRICE THESE ITEMS SEPERATELY) A001 Phase In and Weekly Reports A002 Environmental, Safety and Occupational Health(ESOH) A003 Electrostatic Discharge (ESD) Control Program A004 Surge, Sustainment, and Disaster Recovery Plan(SSDRP) A005 Equip. Maintenance for Government Furnished Equip.(GFE) A006 Quality Control/Customer Satisfaction Plan(QC/CSP) A007 Customer Service Support Procedures/On Call Response Roster A008 Location Survey Schedule A009 Accountable Property Inventory Schedule A010 Monthly Cost Report for CLINX001 A011 Monthly Cost Report for CLINX003 A012 Monthly Cost Report for CLINX004 A013 Monthly Cost Report for CLINX005 A014 Monthly Cost Report for CLINX006 A015 Monthly Cost Report for CLINX007 A016 Open/Unconfirmed Material Release Orders (MRO) A017 Government Cargo Recovery Effort Program (GO CARE) A018 DOT Exemption Usage Report A019 Storage Space Management Report A020 Shipment to Restricted Country Approval Necessary A021 Equipment Work Order (EWO) Repairs Greater than \$1,000 A022 RPO Quarterly Audit Checklist A023 Radioactive Material Inventory Report TOTAL CEILING – OPTION PERIOD FOUR | 1 | LOT | NSP | NSP |
| | | | | | [REDACTED] |

SECTION B INSTRUCTIONS

This is a Fixed Price Incentive Firm (FPIF) Target Fee hybrid type contract, with four (4) one (1) year options for the acquisition of warehouse and distribution support services at the DLA Distribution Hill, Utah (DDHU) site.

This contract incorporates by reference Amendments 0001 through 0006 and the contractor's proposal dated 28 June 2012.

FIXED PRICE INCENTIVE FEE PRICING ARRANGEMENT - CLINs X001: shall be invoiced in accordance with SECTION G, INVOICING INSTRUCTION (AUG 2008). Also, see SECTION I, FAR 52.216-16 – Incentive Price Revision -- Firm Target (Oct 1997) and Alternate I (Apr 1984).

FIRM FIXED PRICE ARRANGEMENT – CLINs X002: shall be paid on firm fixed price per month basis.

COST REIMBURSEMENT (NO FEE) PRICING ARRANGEMENT - CLINs X003, X004, X005 and X006: Government has provided an estimated cost exclusive of G&A, Material Handling, or other indirect rate. Offerors shall apply only their applicable indirect rate to this estimated cost to arrive at the Not-to-Exceed (NTE) amount. The Contractor shall be reimbursed for actual cost and their applicable indirect rate only. No fee shall be applied. Shall be invoiced in accordance with SECTION G, INVOICING INSTRUCTION (AUG 2008).

LABOR-HOUR PRICING ARRANGEMENT – CLINs X008: CLIN X007 estimated labor hour pricing shall be invoiced in accordance with SECTION G, INVOICING INSTRUCTION (AUG 2008)..

REPORTING REQUIREMENTS - CLINs X008 (NSP): Reporting requirements. Not Separately Priced.

Competition in Supplies: Contractor shall obtain competition for items purchased over \$3,000.00 for which reimbursement will be sought under this contract. The government reserves the right to audit all purchase records during the period of performance of the contract to determine if adequate competition is being sought for purchases over \$3,000.00

END OF SECTION B

SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

See Section J – List of Attachments

Attachment J.1: Section C – Performance Work Statement (PWS)

Attachment J.2: Supplement to Attachment J.1 Section C– Site Specific Requirements

END OF SECTION C

SECTION D – PACKAGING AND MARKING

No Applicable Clauses

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to Fixed-Price Incentive Firm CLINs X001 and Firm Fixed-Price CLINs X002

| | FAR CLAUSE | TITLE | DATE |
|-----|-------------------|--|-------------|
| E-1 | 52.246-4 | Inspection of Services – Fixed Price | AUG 1996 |
| E-2 | 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |

Clause(s) Applicable to Cost Reimbursement CLINs X003, X004, X005 and X006

| | FAR CLAUSE | TITLE | DATE |
|-----|-------------------|---|-------------|
| E-3 | 52.246-5 | Inspection of Services – Cost-Reimbursement | APR 1984 |

Clause(s) Applicable to Labor-Hour CLIN X007

| | FAR CLAUSE | TITLE | DATE |
|-----|-------------------|---|-------------|
| E-4 | 52.246-6 | Inspection of Services – Time-and Material and Labor Hour | MAY 2001 |

Text Applicable to All CLINs

E-5 Quality/Performance Evaluation

(a) The Government will use a Quality Assurance Surveillance Plan (QASP) developed by the COR and approved by the Contracting Officer to monitor compliance with the contract terms and conditions, and identify conforming and nonconforming services to determine the appropriate action under the terms of the contract. This plan sets forth the method and manner by which the Government intends to conduct the surveillance of work under the contract, identifies the significance level of each performance requirement according to the definitions for critical, major, and minor non-conformances IAW FAR 46.101, and is subject to unilateral change by the Government without modification of the contract. All work required by the contract is subject to surveillance.

The Government will use the Quality Management Tool (QMT) to schedule, document, report findings and recommendations, and file surveillance results. The Contractor will use the QMT to respond to all nonconforming surveillance results. The Government will correspond with the Contractor regarding surveillance activities via the QMT to ensure a full and complete history of the surveillance is retained in a single source. The Contractor shall identify contractor personnel who have the authority to review, acknowledge, and respond to surveillance findings in QMT. The CGA will use the rules and procedures identified in the QASP, including switching procedures or changing of sampling plans, modifying surveillance frequencies, and recommending actions to be taken in the event a non-conformance is identified through surveillance.

(b) The Contractor shall acknowledge *all* surveillance results through the QMT within one (1) working day. In addition and in the event of a nonconformance, the Contractor shall provide a corrective action plan that includes preventive actions and timelines for future compliance as required by the COR. The Contractor shall respond to and identify actions taken to correct and prevent future occurrences of all nonconforming surveillance results as follows:

For Critical Non-conformances: Within one (1) working day of notification of the Critical Nonconformance
For Major Non-conformances: Within three (3) working days of notification of the Major Nonconformance
For Minor Non-conformances: Within seven (7) working days of notification of the Minor Nonconformance

The Contractor shall ensure all correspondence with the COR regarding surveillance activities is performed using QMT. When the Contractor fails to achieve acceptable performance and such nonconformance is clearly the fault of the Contractor, a Contract Discrepancy Report (CDR) may be prepared in QMT and forwarded to the Contracting Officer for processing to the Contractor. Within seven (7) working days of receipt, the Contractor shall explain, in writing, why performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented in the future. The Contracting Officer will evaluate the Contractor's explanation and determine the appropriate action. Once the CDR is finalized, a copy will be filed in the contract file and a copy will be uploaded to the QMT.

(End of Text E-5)
END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to Fixed-Price Incentive Firm CLINs X001 and Firm Fixed-Price CLINs X002

| | FAR CLAUSE | TITLE | DATE |
|------------|-------------------|-----------------|-------------|
| F-1 | 52.242-15 | Stop Work Order | AUG 1989 |

Clause(s) Applicable to Cost Reimbursement CLINs X003, X004, X005 and X006

| | FAR CLAUSE | TITLE | DATE |
|------------|-------------------|-----------------|-------------|
| F-2 | 52.242-15 | Stop Work Order | AUG 1989 |
| | | Alternate 1 | APR 1984 |

Clause(s) Applicable to All CLINs

| | FAR CLAUSE | TITLE | DATE |
|------------|-------------------|--|-------------|
| F-3 | 52.247-34 | F.O.B. Destination | NOV 1991 |
| F-4 | 52.247-55 | F.O.B. Point For Delivery of Government-Furnished Property | JUN 2003 |

Text Applicable to All CLINs

F-5 Period of Performance

Services shall be performed as prescribed by the Performance Work Statement – Section C.

1. Base Period –

Phase-In Period: 1 August 2012 – 31 October 2012

Full Performance: 1 November 2012 – 31 July 2013

2. Option Period One – if exercised, 1 August 2013 – 31 July 2014

3. Option Period Two – if exercised, 1 August 2014 – 31 July 2015

4. Option Period Three – if exercised, 1 August 2015 – 31 July 2016

5. Option Period Four – if exercised, 1 August 2016 – 31 July 2017

(End of Text F-5)

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to All CLINs

| | DFAR CLAUSE | TITLE | DATE |
|------------|--------------------|----------------------|-------------|
| G-1 | 252.204-7006 | Billing Instructions | OCT 2005 |

Text Applicable to All CLINs

ACCOUNTING AND APPROPRIATION DATA

| Period of Performance | Accounting Line | Financial Document Number | Dollar Amount |
|------------------------------------|--------------------------------------|---------------------------|---------------|
| 1 August 2012 through 31 July 2013 | 97X4930 5CBX 001 60000AA 2520 S33189 | FR#: 200008567 | |

G-2 Instructions for Payment by DFAS

This contract/order will be paid by DFAS.

Invoices for supply contracts shall be submitted at time goods are shipped.

Invoices for service contracts shall be submitted in accordance with instructions provided in the contract/order.

At a minimum, each invoice shall include the following information:

- Contractor name, address, and CAGE code
- Invoice date and invoice number
- Contract number/order number
- Contract Line Item Numbers (CLINs)
- CLIN description, quantity, unit of measure, unit price and extended total prices
- Additional information required by the Prompt Payment Act at FAR 52.232-25

Unless indicated elsewhere in this contract/order, invoices shall be faxed or emailed to the contract specialist identified on page 1 of this document in the block titled "Administered by".

In accordance with the Prompt Payment Act (FAR 52.232-25), payment will normally be made within thirty (30) days after receipt of proper invoice or acceptance of supplies/services, whichever is later. All inquiries regarding payments shall be directed to:

DFAS - ATTN: DFAS EBS (FORMERLY BSM)
P.O. Box 369031
Columbus, OH 43236-9031
Phone : 800-756-4571 – select option 2 and then option 2.

Check payment status on the web at www.dod.mil/dfas under "Money Matters."

(End of Text G-2)

G-3 Designation of COR/Alternate COR

(a) The Contracting Officer (KO) will designate a COR/Alternate COR for this contract in writing prior to performance. The COR/Alternate COR is responsible for monitoring progress and overall management of Contractor performance hereunder. In no event, however, shall any understanding or agreement, modification, change order, or other matter deviating from the terms of subject contract between the Contractor and any person other than the KO be effective or binding upon the Government, unless formalized by proper contractual documents executed by the KO prior to completion of this contract.

(b) On all matters that pertain to contract terms, the Contractor shall contact the KO. When, in the opinion of the

Contractor, the COR/Alternate COR requests effort outside the existing scope of the order or contract, the Contractor shall promptly notify the KO in writing. The Contractor under such request shall take no action unless authorized by the KO that the request is within the scope of the contract or the KO has issued a contractual modification.

(End of Text G-3)

G-4 Invoicing Instruction

(a) Invoices shall be submitted not later than the fifth (5th) working day after the end of the previous month. The amount claimed to be due shall be indicated for the Contract and Contract Line Item Numbers (CLINs) and Sub CLINs. The public voucher and Standard Form 1034 shall be used to document each invoice.

(b) Fixed Price Incentive Firm (FPIF) Target Fee CLINs X001 shall be paid at the unit price of the Total Target Price on a monthly basis. The Contractor shall submit a monthly report as identified in C-6.6.1, Monthly Reports, Report Number 001, CLIN X001 Monthly Report. At the end of the performance period, the Government and Contractor shall negotiate the Total Target Price in accordance with SECTION I, FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997) and Alternate I (Apr 1984).

(c) Firm Fixed Price CLINs X002 shall be paid at the unit price on a monthly basis.

(d) Reimbursement requests for costs under CLINs X003 shall be documented using the report format in Section C-6.6.1, Monthly Reports, Report Number 003, CLIN X003 Monthly Report. Documentation shall be provided which fully supports the amount claimed for payment IAW FAR 31.205 such as the actual labor and material used. The Government will reimburse the Contractor for actual costs. The Contractor may include General and Administrative (G&A) or Material Handling expense IAW the Contractor's usual accounting practices consistent with Subpart 31.2.

(e) Reimbursement requests for costs under CLINs X004 shall be documented using the report format in Section C-6.6.1, Monthly Reports, Report Number 004, CLIN X004 Monthly Report. Documentation shall be provided which fully supports the amount claimed for payment IAW FAR 31.205 such as the description, quantity, options, etc of the equipment being replaced. The Government will reimburse the Contractor for actual costs. The Contractor may include General and Administrative (G&A) or Material Handling expense IAW the Contractor's usual accounting practices consistent with Subpart 31.2.

(f) Reimbursement requests for material support costs under CLINs X005 shall be documented using the report format in Section C-6.6.1, Monthly Reports, Report Number 005, CLIN X005 Monthly Report. Documentation shall be provided which fully supports the amount claimed for payment IAW FAR 31.205 such as paid receipts for materials purchased, copies of quotes obtained, etc. The Government will reimburse the Contractor for actual costs. The Contractor may include General and Administrative (G&A) or Material Handling expense IAW the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(g) Reimbursement requests for travel/training/conference under CLINs X006 shall be documented using the report format in Section C-6.6.1, Monthly Reports, Report Number 006, CLIN X006 Monthly Report. Documentation shall be provided which fully supports the amount claimed for payment IAW FAR 31.205 such as paid receipts for travel costs, detailed per diem statements IAW the Joint Travel Regulations, etc. The Government will reimburse the Contractor for actual costs. The Contractor may include General and Administrative (G&A) expense IAW the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(h) Reimbursement requests for Labor Hours under CLINs X007 shall be fully documented with Contractor payroll records showing name, labor category, labor rate, and hours worked or evidence of payments to subcontractors to support the hours claimed for the Labor CLINs using the report format in Section C-6.6.1, Monthly Reports, Report Number 007, CLIN X007 Monthly Report.
of the FAR.

(i) Two (2) copies of each invoice shall be forwarded to the COR for certification and one (1) copy of each invoice shall be forwarded to the Contract Specialist administering the contract for the contract file. The COR will be responsible to indicate the date received and the date accepted, and process within five (5) working days. Upon acceptance/approval, the COR will forward to the appropriate Defense Contract Audit Agency, (DCAA) for review and approval. Upon acceptance/approval, DCAA shall forward the invoice to the appropriate Defense Finance and Accounting Services (DFAS) office as indicated on the Standard Form 33 of the contract for payment and will also forward an informative copy to the DDC Contract Specialist.

(j) In addition to the requirements of FAR 52.232-25, Prompt Payment, submissions of invoices shall include the following information:

1. Contract CLIN or SubCLIN for each item invoiced.
2. Financial Document Number (to be supplied to contractor at time of award).
3. The following Monthly Reports shall be attached:
 - a. Report Number 005, Section C-6.6.1
 - b. Report Number 006, Section C-6.6.1
 - c. Report Number 007, Section C-6.6.1
4. Contract Number, Delivery Order Number and/or Modification Number.
5. Description of work.
6. A certificate of performance, stating:

"This is to certify that the services set forth herein were performed during the period stated on this contract/order."

Contractor's Authorized Representative

Date

7. A certificate for the COR's signature stating:

"I certify that the labor charges and other costs specified herein are reasonable and accurately reflect the work accomplished by the contractor on this contract."

(COR Signature)

(Date)

8. The Contractor's final invoice shall be identified as such, and shall list all other invoices previously tendered under this contract.

(End of Text G-4)

G-5 Payment, Selected Items of Cost Reimbursement Contracts

Travel Costs

- (1) **Air:** The Contractor shall be reimbursed for the actual cost of transportation via air, provided, such costs are the lowest customary standard, coach, or equivalent airfare offered during normal business hours, unless higher fares are justified in accordance with FAR 31.205-46(d).
- (2) **Privately Owned Conveyance:** Reimbursement for the use of privately owned conveyance by the Contractor's personnel will be at the mileage rate specified in the Joint Travel Regulations plus all necessary tolls when such travel is necessary for performance under this contract and does not constitute non-reimbursable travel as defined below.
- (3) **Auto Rental:** Reimbursement for the use of rental cars (most economical class available consistent with the need) by the Contractor's personnel will be at actual cost.
- (4) **Other Public Transportation:** The use of other public transportation (Coach/Economy) by the Contractor's personnel will be reimbursed at actual cost.

Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from the designated work site.

Substantiation of Costs: The Contractor shall submit a summary by trip of actual costs incurred for authorized travel. In no event will reimbursement exceed the published rates of common carriers unless justified and approved in advance by the Contracting Officer.

Personnel in Travel Status: For personnel on official travel status (i.e. travel required for performance of this contract and authorized by the Contracting Officer or the Contracting Officer's Representative (COR)), travel shall be considered at time of performance under the contract. However, such reimbursement shall not exceed eight (8) labor hours per individual while in travel status during one (1) calendar day nor shall travel outside regular duty hours be reimbursed except: when travel involves the performance of work while traveling, is carried out under arduous conditions, or results from an event that could not be scheduled or controlled administratively by either the Contractor or Government.

Per Diem

Expenses for subsistence and lodging shall be reimbursed to the Contractor only to the extent where overnight stay is necessary and authorized by the Contracting Officer for performance under this contract. Incurred costs shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, Joint Travel Regulations and Standardized Regulations set forth in FAR 31.205-46(a)(2).

Cost of Materials

The cost of materials furnished or used under this contract shall be reimbursed in accordance with paragraph (b) of the clause entitled, "Allowable Cost and Payment (FAR 52.216-07)" for cost reimbursement contracts or "Payments under Time-and-Material/Labor Hour Contracts" (FAR 52.232-07) for time-and-material or labor hour contracts. Expendable material costs for items such as office supplies, report paper, etc and tools of the trade shall be considered to be included in the contractor's indirect cost pools. The Contractor shall be required to support all material costs claimed.

Credits

The Contractor shall insure that any credits for future travel, free travel, free gifts or rebates on current travel offered by airlines or car rental agencies as part of frequent traveler or similar promotional programs that are accrued as a result of travel necessary for performance under the contract, shall be conveyed to the Government.

(End of Text G-5)

G-6 Contractor Performance Assessment Reporting System (CPARS) Requirements

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15 and the Contractor Performance Assessment Reporting System (CPARS) Guide at <http://www.cpars.navy.mil/cparsfiles/pdfs/navycparsmanual.pdf>. All information contained in the assessment may be used by the Government, within the limitations of FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor. Assessments will be conducted as prescribed by CPARS guidance.

(b) The contractor will be provided with a copy of the assessment. The contractor will have 30 calendar-days to submit comments, additional information, or rebut statements if warranted or desired. The contractor must strictly control access to the assessment while in the Contractor's possession and must ensure that the assessment is never released to persons or entities outside of the contractor's control. After receipt of Contractor's comments or expiration of the 30 day comment period, whichever occurs first, and depending on the Contractor's response the Government will:

- (i) If no comments are received; close the CPAR by the Assessing Official Rep and Reviewing Official
- (ii) If the Contractor concurs with the assessment; accept/update and close the CPAR and forward comments to all reviewers
- (iii) If Contractor does not concur with the assessment, coordinate a final response with Reviewing Official, Assessing Official Representative, and Assessing Official.
- (iv) Enter the final government response and close CPARS

After completion of one of the appropriate actions, the Assessing Official will notify all individuals that the report is complete. The assessment is considered complete when signed by the Assessing or Reviewing Official.

The official responsible for the corporate operating unit being assessed can submit a written request to receive a copy of the completed CPARS assessment. The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described above and in the CPARS Guide.

Refer to <http://www.cpars.csd.disa.mil/> for details and additional information related to CPARS, CPARS user access (which includes obtaining a PKI certificate), how contract performance assessments are conducted, and how contractors participate.

(End of Text G-6)

G-7 Post Award Conference

If required, the successful offeror shall attend a post-award conference prior to commencement of the phase-in period.

The purpose of the conference is to highlight essential contract requirements, coordinate implementation timelines and answer any questions the Contractor may have prior to commencement of work. During the period between the award and the conference, the Contractor shall submit questions in writing to the Contracting Officer (KO). The KO will arrange with the Contractor as to the time, date, and location of the conference.

(End of Text G-7)

G-8 Contract Administration Plan

In order to expedite administration of this contract, the following delineation of functions is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function specified. The names, addresses and phone numbers for these individuals or offices are as follows:

Administrative Contracting Officer (ACO):

Name: Medard Kowalski

Address: DLA Distribution

J Ave, Bldg 404

New Cumberland, PA 17070-5000

Code: DDC-J7 AB

Phone: (717)770-5979

Paying Office:

Name: Defense Finance & Accounting Office EBS (Formerly BSM) (SL4701)

Address: P.O. Box 369031 Columbus, OH 43236-9031

Phone: 1-800-756-4571 Select Option 2, then Option 2

Fax: 1-866-313-2340

Primary Contracting Officer's Representative (COR):

Name: Preston Kriegshauser

Address: DLA Distribution Hill, UT (DDHU), 5851 F Avenue, Hill Air Force Base, Utah 84056

Phone: (801)586-0348

Alternate Contracting Officer's Representative (ACOR):

Name: N/A

Address

Phone:

(a) Procuring Contracting Officer (PCO) should be contacted for general information and shall perform the following functions:

- (1) Designates the COR. NOTE: COR authority is not redelegable.
- (2) Provide administrative changes to the contract administration plan.
- (3) Maintains the official contract file, ensuring contract ceiling is not exceeded.
- (4) Issues technical instructions, ensuring that each technical instruction is within the scope of the contract.

(b) Paying Office should be contacted for inquiries/information with regard to payment of those vouchers approved by the PCO.

(c) Contracting Officer's Representative (COR) should be contacted for inquiries/information pertaining to the following functions:

- (1) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not a Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or modifications).
- (2) Technical advice regarding estimated level of effort and labor mix and/or the cost and need for materials, travel, equipment, etc. for each delivery order and any modifications.
- (3) Reports on the contractor's performance and lessons learned.
- (4) Certification of the Certificate of Performance/invoice.
- (5) Inspection and/or acceptance of the services/deliverables as the official Government representative.

(d) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the Alternate COR (ACOR).

It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract; therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, any effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action must be taken by the contractor unless the PCO has issued a contractual change.

(End of Text G-8)

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Clause(s) Applicable to All CLINs

H-1 DLAD 52.237-9001 -- Contractor Personnel Changes and Key Personnel Requirements (APR 2008)

1. Contractor Personnel Changes:

(a) The contractor shall have the right to remove his personnel assigned to perform the tasks hereunder and to substitute other qualified personnel provided that the Contracting Officer is notified of (and in certain circumstances approves) such removal and replacement. The contractor shall notify the Contracting Officer prior to such change, giving the new employee's name, security clearance and technical qualifications.

(b) Any removals or replacements for the convenience of the contractor shall be at no additional cost to the Government. Cost to be borne by the contractor include but are not limited to time of travel, travel and training costs for replacement personnel.

(c) Removals or replacements of contractor personnel shall be considered for the convenience of the contractor except when such removal is for:

- (1) employees removed as a result of cancellation or completion of the contract,
- (2) employees replaced due to death or incapacitating illness or injury,
- (3) or employees removed or replaced at the Government's request.

(d) If any employee removes him/herself from the employ of the contractor, such removal will be at no additional cost to the Government.

2. Key Personnel Requirements:

(a) Certain experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal and are listed in paragraph (c) below. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

- 1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.
- 2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.

(b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The follow positions are identified as Key Personnel:

Site Manager and Alternate Site Manager

(End of Clause)

H-2 DLAD 52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE (DEC 1997)

(a) The contractor's proposed MBA plan shall become part of this contract upon award. The contractor is hereby obligated, as part of its contractual undertaking, to enter into a written, binding mentoring business agreement with a protege based on and reflective of this plan. Performance under the MBA plan shall be evaluated by the contracting officer, and may become a consideration prior to option exercise for the follow-on years of long-term contracts. MBA plan implementation may also become an independent evaluation factor and/or part of the overall past performance evaluation factor in future source-selection decisions.

(b) The contractor-mentor and its protege(s) shall meet semi-annually with the DLA contracting officer and the small business specialist(s) from the buying activity and/or the DCMA component to review progress/accomplishments under applicable MBA proposals. The contractor is also required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding proposal fulfillment. Any MBA with a protege that has voluntarily been submitted to the Government shall be compared by the contracting officer to the contractor's proposed plan, hereby incorporated into this contract, to ensure that it adequately reflects the mentor's obligations expressed therein.

(End of clause)

Text Applicable to CLINs X007

H-3 Issuance of Labor-Hour Efforts under CLINs X007

(a) Work will be issued under the above Labor-Hour CLINs using the following streamlined procedures:

(1) For each proposed effort, the contracting officer will provide the contractor with a Work Order as detailed in H-2.

(2) Within three (3) working days of receipt of the Work Order, the contractor shall respond with a confirmation letter agreeing to perform the effort (within the Ceiling Price) and work is to commence.

(3) If the contractor does not agree with the Statement of Work and/or Ceiling Price, the contractor is not to start performance. Instead, the contractor is to submit to the contracting officer within five (5) working days of receipt of the Work Order, a proposal addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer will issue an amendment to the Work Order incorporated the agreed to changes and performance will start.

(4) Failure to arrive at an agreement shall be considered a dispute in accordance with "FAR 52.233-1 Disputes."

(b) The Contractor may use any combination of hours of labor categories listed in the Work Order, if necessary to perform that task order. Labor categories not shown may not be used without amending the Work Order. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material expense in accomplishing the Work Order SOW.

(c) Oral technical directions may be given by the Contracting Officer only in emergency circumstances. If technical direction is given orally, the Contracting Officer will within two (2) working days of its issuance provide a written Work Order.

(End of Text H-3)

H-4 Work Orders for Labor-Hour CLINs X007

(a) Work Orders shall be required for all Labor-Hour efforts performed under Text H-3.

(b) Each Work Order shall be in writing and shall include, as a minimum, the following information:

(1) Date of Work Order;

(2) Contract and Work Order number;

(3) Government IGCE - 1) Developed using projected number of hours multiplied by the appropriate contractor hourly rates (prescribed in Section B for Labor-Hour efforts).

(4) A Not to Exceed (NTE) ceiling price.

(5) A streamlined Statement of Work (SOW) for the required effort;

- (6) Any other specific direction to be provided to the contractor.
- (7) Signature of the Contracting Officer.

(c) Each Work Order issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work. In the event of a conflict between a Work Order and this contract, the contract shall control.

(d) When in the opinion of the contractor a Work Order calls for effort outside the contract's PWS, the contractor shall notify the Contracting Officer in writing within two (2) working days of having received the Work Order in question. The contractor shall undertake no performance to comply with the Work Order until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Amendments to a Work Orders shall be in writing and shall include the information set forth in paragraph (b) above. However, a Work Order may be amended orally by the Contracting Officer in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication.

(f) Any effort undertaken by the contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the contractor's risk of not recovering related costs incurred.

(End of Text H-4)

Text Applicable to all CLINs

H-5 Competition in Supplies

Contractor shall obtain competition for items purchased over \$3,000.00 for which reimbursement will be sought under this contract. The Government reserves the right to audit all purchase records during the period of performance of the contract to determine if adequate competition is being sought for purchases over \$3,000.00

(End of Text H-5)

H-6 Accounting System

The contractor shall have an acceptable accounting system. An acceptable accounting system is one that provides for (1) a sound internal control environment, accounting framework, and organizational structure; (2) proper segregation of direct costs from indirect costs; (3) identification and accumulation of direct costs by contract; (4) a logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives; (5) accumulation of costs under general ledger control; (6) reconciliation of subsidiary cost ledgers and cost objectives to general ledger; (7) approval and documentation of adjusting entries; (8) periodic monitoring of the system; (9) a timekeeping system that identifies employees' labor by intermediate or final cost objectives; (10) a labor distribution system that charges direct and indirect labor to the appropriate cost objectives; (11) interim (at least monthly) determination of costs charged to a contract through routine posting of books of account; (12) exclusion from costs charged to Government contracts of amounts which are not allowable in terms of Federal Acquisition Regulation (FAR) part 31, Contract Cost Principles and Procedures, and other contract provisions; (13) identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract; (14) segregation of preproduction costs from production costs, as applicable; (15) cost accounting information, as required (i) by contract clauses concerning limitation of cost (FAR 52.232-20), limitation of funds (FAR 52.232-22), or allowable cost and payment (FAR 52.216-7); and (ii) to readily calculate indirect cost rates from the books of accounts; (16) billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms; (17) adequate, reliable data for use in pricing follow-on acquisitions; and (18) accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.

(End of Text H-6)

H-7 Hiring

The Contractor shall maintain records for all personnel hired. At a minimum, the Contractor shall maintain records that support the personnel hired met the minimum qualification of the position. These records will be made available to the Contracting Officer (KO) or designee upon request and in the event that a Service Contract Act (SCA)-exempt employee is hired the records supporting the employees qualifications shall be provided to the KO or designee no later than 10 days after the employee begins his/her employment. The term "Contractor" includes subcontractors.

(End of Text H-7)

H-8 Substitution or Addition of Key Personnel

(a) Key Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, education or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable and professional manner. Key Personnel categories for this contract are a Site Manager and an Alternate Site Manager.

(b) At a minimum, the Site Manager and Alternate Site Manager shall each possess a degree in Distribution Management or Business Management (minimum Bachelor's Degree) and at least five years of experience in Distribution Management, OR, at least ten years of progressive management experience in distribution operations similar in size and complexity to the operation offered in this contract. Individuals holding these positions require a secret security clearance.

(c) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualifications statements were submitted as required by SECTION L of the solicitation to fill the Key Personnel requirements of the contract. No substitutions or additions of Key Personnel shall be made except in accordance with this clause.

(d) The Contractor agrees that during the first 90 days of the contract performance period, no personnel substitutions or additions will be performed unless such substitutions or additions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (f) below.

(e) If the personnel for whatever reason become unavailable to work under the contract for a continuous period exceeding 30 work days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (f) below.

(f) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(g) In the event a requirement to increase the specified level of effort for a designated key personnel labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated key personnel labor category. The information required is the same as that required in paragraph (f) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated key personnel labor category.

(h) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the Contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction or productive effort would impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Text H-8)

H-9 Employment of US Government Personnel Restricted

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of Text H-9)

H-10 Government-Furnished Equipment/Vehicles

- (a) The Contractor shall comply with the applicable policies and procedures provided in FAR Part 51 and with the requirements of 41 CFR 101-39 and 41 CFR 101-38.301-1, and the operator's packet furnished with each piece of equipment/vehicle. The term "Contractor" includes subcontractors.
- (b) The Contractor shall establish and enforce suitable penalties for employees who use or authorize the use of government equipment/vehicles for other than performance of Government contracts, and provide the Contractor's established penalties in writing to the Contracting Officer (KO), at least 90 days prior to contract start date, together with evidence that the contractor has obtained motor vehicle liability insurance covering bodily injury and property damage, protecting the Contractor and the Government against third party claims arising from the ownership, maintenance or use of Government-furnished equipment/vehicle.
- (c) Contractor-at-fault damage is damage caused by the simple negligence or willful misconduct of the contractor or its employees. Simple negligence is the absence of due care, by an act or omission, of a person which lacks that degree of care for the property that a reasonably prudent person would have taken under similar circumstances, to avoid loss, damage, or destruction of the property.
- (d) The Contractor shall be responsible for parts, labor, and materials required to repair Contractor-at-fault damage.
- (e) The Contractor shall make an initial determination of fault concerning whether a specific incident of damage constitutes Contractor-at-fault damage. The Contractor shall provide this initial determination of fault to the KO or designee with a damage report. If the Contractor does not find the damage to be Contractor-at-fault damage, and the KO or designee suspects that the Contractor's negligence or willful misconduct was the cause of the damage, a Report of Survey or FLIPL will be initiated.

(End of Text H-10)

H-11 Damage to Contractor Supplies, Materials, Equipment, and Property

The Government will not be responsible in any way for damages to the Contractor's supplies, materials, equipment, and property or to contractor or employees' personal belongings that are caused by fire, theft, accident, or other disaster/misfortune. The term "Contractor" includes subcontractors.

(End of Text H-11)

END OF SECTION H

SECTION I - CONTRACT CLAUSES

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to Fixed-Price Incentive Firm CLINs X001 and Firm Fixed-Price CLINs X002

| | FAR CLAUSE | TITLE | DATE |
|------|-------------------|---|----------------------|
| I-1 | 52.229-3 | Federal, State and Local Taxes | APR 2003 |
| I-2 | 52.232-1 | Payments | APR 1984 |
| I-3 | 52.232-8 | Discounts for Prompt Payment | FEB 2002 |
| I-4 | 52.232-11 | Extras | APR 1984 |
| I-5 | 52.232-25 | Prompt Payment | OCT 2008 |
| I-6 | 52.233-3 | Protest After Award | AUG 1996 |
| I-7 | 52.243-1 | Changes –Fixed Price Alternate I | AUG 1987 APR 1984 |
| I-8 | 52.244-2 | Subcontracts | JUN 2007 |
| I-9 | 52.249-2 | Termination for Convenience of the Government (Fixed Price) | APR 2012 |
| I-10 | 52.249-8 | Default (Fixed-Price Supply and Service) | APR 1984 |

Clause(s) Applicable to Fixed-Price Incentive Firm CLINs X001

| | FAR CLAUSE | TITLE | DATE |
|------|-------------------|-------------------------------|-------------|
| I-11 | 52.244-5 | Competition In Subcontracting | DEC 1996 |

Clause(s) Applicable to Cost Reimbursement CLINs X003, X004, X005 and X006

| | FAR CLAUSE | TITLE | DATE |
|------|-------------------|---|----------------------|
| I-12 | 52.216-7 | Allowable Cost and Payment | JUN 2011 |
| I-13 | 52.216-11 | Cost Contract – No Fee | APR 1984 |
| I-14 | 52.222-2 | Payment for Overtime Premiums | JUL 1990 |
| I-15 | 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| I-16 | 52.232-20 | Limitation of Cost | APR 1984 |
| I-17 | 52.232-25 | Prompt Payment Alternate I | OCT 2008 FEB 2002 |
| I-18 | 52.233-3 | Protest After Award Alternate I | AUG 1996 JUN 1985 |
| I-19 | 52.242-3 | Penalties for Unallowable Costs | MAY 2001 |
| I-20 | 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| I-21 | 52.243-2 | Changes – Cost Reimbursement Alternate I | AUG 1987 APR 1984 |
| I-22 | 52.244-2 | Subcontracts Alternate I | JUN 2007 JUN 2007 |
| I-23 | 52.244-5 | Competition In Subcontracting | DEC 1996 |
| I-24 | 52.249-6 | Termination (Cost-Reimbursement) | MAY 2004 |
| I-25 | 52.249-14 | Excusable Delays | APR 1984 |

Clause(s) Applicable to Labor-Hour CLINs X007

| | FAR CLAUSE | TITLE | DATE |
|------|-------------------|---|----------------------|
| I-26 | 52.216-29 | Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition | FEB 2007 |
| I-27 | 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| I-28 | 52.232-7 | Payments Under Time-and-Materials and Labor-Hour Contracts | FEB 2007 |
| I-29 | | Alternate I | FEB 2007 |
| I-30 | 52.232-25 | Prompt Payment Alternate 1 | OCT 2008 FEB 2002 |
| I-31 | 52.233-3 | Protest After Award | AUG 1996 |

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|------|-----------|---|----------|
| | | Alternate I | JUN 1985 |
| I-32 | 52.242-3 | Penalties for Unallowable Costs | MAY 2001 |
| I-33 | 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| I-34 | 52.243-3 | Changes – Time-and-Materials or Labor-Hours | SEP 2000 |
| I-35 | 52.244-2 | Subcontracts | JUN 2007 |
| I-36 | 52.249-6 | Termination (Cost-Reimbursement) | MAY 2004 |
| | | Alternate IV | SEP 1996 |
| I-37 | 52.249-14 | Excusable Delays | APR 1984 |

Clause(s) Applicable to All CLINs

| | FAR CLAUSE | TITLE | DATE |
|------|------------|--|----------|
| I-38 | 52.202-1 | Definitions | JAN 2012 |
| I-39 | 52.203-3 | Gratuities | APR 1984 |
| I-40 | 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| I-41 | 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| I-42 | 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| I-43 | 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| I-44 | 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| I-45 | 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | SEP 2007 |
| I-46 | 52.203-13 | Contractor Code of Business Ethics and Conduct | DEC 2008 |
| I-47 | 52.204-2 | Security Requirements | AUG 1996 |
| I-48 | 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| I-49 | 52.204-7 | Central Contractor Registration | FEB 2012 |
| I-50 | 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| I-51 | 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | FEB 2012 |
| I-52 | 52.208-4 | Vehicle Lease Payments | APR 1984 |
| I-53 | 52.208-5 | Condition of Leased Vehicles | APR 1984 |
| I-54 | 52.208-6 | Marking of Leased Vehicles | APR 1984 |
| I-55 | 52.208-7 | Tagging of Leased Vehicles | MAY 1986 |
| I-56 | 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors | SEP 2006 |
| I-57 | 52.209-10 | Debarred, Suspended, or Proposed for Debarment | |
| I-58 | 52.210-1 | Prohibition on Contracting With Inverted Domestic Corporations | MAY 2012 |
| I-59 | 52.211-5 | Market Research | APR 2011 |
| I-60 | 52.215-2 | Material Requirements | AUG 2000 |
| I-61 | 52.215-8 | Audit and Records—Negotiation | OCT 2010 |
| I-62 | 52.215-10 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| I-63 | 52.215-11 | Price Reduction for Defective Certified Cost or Pricing Data | AUG 2011 |
| I-64 | 52.215-12 | Price Reduction for Defective Certified Cost or Pricing Data—Modifications | AUG 2011 |
| I-65 | 52.215-13 | Subcontractor Certified Cost or Pricing Data | OCT 2010 |
| I-66 | 52.215-14 | Subcontractor Certified Cost or Pricing Data—Modifications | OCT 2010 |
| I-67 | 52.215-15 | Integrity of Unit Prices | OCT 1997 |
| I-68 | 52.215-18 | Pension Adjustments and Asset Reversions | OCT 2004 |
| I-69 | 52.215-19 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions | JUL 2005 |
| I-70 | 52.215-21 | Notification of Ownership Changes | OCT 1997 |
| I-71 | 52.215-23 | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data—Modifications | OCT 2010 |
| I-72 | 52.217-8 | Limitations on Pass-Through Charges | OCT 2009 |
| I-73 | 52.219-4 | Option to Extend Services | NOV 1999 |
| I-74 | 52.219-8 | Notice of Price Evaluation for HUBZone Small Business Concerns | JUL 2005 |
| I-75 | 52.219-9 | Utilization of Small Business Concerns | JAN 2011 |
| I-76 | 52.219-16 | Small Business Subcontracting Plan | JAN 2011 |
| I-77 | 52.219-28 | Alternate II | OCT 2001 |
| I-78 | 52.222-1 | Liquidated Damages – Subcontracting Plan | JAN 1999 |
| I-79 | 52.222-2 | Post-Award Small Business Program Representation | APR 2012 |
| I-80 | 52.222-3 | Notice To The Government Of Labor Disputes | FEB 1997 |
| I-81 | 52.222-4 | Payment for Overtime Premiums | JUL 1990 |
| | | Convict Labor | JUN 2003 |
| | | Contract Work Hours and Safety Standards Act - Overtime Compensation | JUL 2005 |

| | | | |
|-------|-----------|---|----------|
| I-82 | 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| I-83 | 52.222-26 | Equal Opportunity | MAR 2007 |
| I-84 | 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans | SEP 2006 |
| I-85 | 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| I-86 | 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| I-87 | 52.222-41 | Service Contract Act Of 1965, As Amended | NOV 2007 |
| I-88 | 52.222-43 | Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option) | SEP 2009 |
| I-89 | 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| I-90 | 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| I-91 | 52.223-6 | Drug Free Workplace | MAY 2001 |
| I-92 | 52.223-10 | Waste Reduction Program | MAY 2010 |
| I-93 | 52.223-12 | Refrigeration Equipment and Air Conditioners | MAY 1995 |
| I-94 | 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| I-95 | 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 2007 |
| I-96 | 52.223-17 | Affirmative Procurement of EPA-designated Items in Service and Construction Contracts | MAY 2008 |
| I-97 | 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | AUG 2011 |
| I-98 | 52.223-19 | Compliance With Environmental Management Systems | MAY 2011 |
| I-99 | 52.224-1 | Privacy Act Notification | APR 1984 |
| I-100 | 52.224-2 | Privacy Act | APR 1984 |
| I-101 | 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| I-102 | 52.227-1 | Authorization and Consent | DEC 2007 |
| I-103 | 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | DEC 2007 |
| I-104 | 52.227-3 | Patent Indemnity | APR 1984 |
| I-105 | 52.227-14 | Rights in Data – General | DEC 2007 |
| I-106 | 52.228-7 | Insurance – Liability to Third Persons | MAR 1996 |
| I-107 | 52.228-8 | Liability and Insurance – Leased Motor Vehicles | MAY 2009 |
| I-108 | 52.228-9 | Cargo Insurance | MAY 1999 |
| I-109 | 52.230-2 | Cost Accounting Standards | OCT 2010 |
| I-110 | 52.230-6 | Administration of Cost Accounting Standards | JUN 2010 |
| I-111 | 52.230-3 | Disclosure and Consistency of Cost Accounting Practices | MAY 2012 |
| I-112 | 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| I-113 | 52.232-17 | Interest | OCT 2008 |
| I-114 | 52.232-18 | Availability Of Funds | APR 1984 |
| I-115 | 52.232-23 | Assignment of Claims | JAN 1986 |
| | | Alternate I | APR 1984 |
| I-116 | 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| I-117 | 52.233-1 | Disputes | JUL 2002 |
| | | Alternate I | DEC 1991 |
| I-118 | 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| I-119 | 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| I-120 | 52.237-3 | Continuity Of Services | JAN 1991 |
| I-121 | 52.239-1 | Privacy or Security Safeguards | AUG 1996 |
| I-122 | 52.242-1 | Notice of Intent to Disallow Cost | APR 1984 |
| I-123 | 52.244-2 | Subcontracts | OCT 2010 |
| I-124 | 52.242-13 | Bankruptcy | JUL 1995 |
| I-125 | 52.244-6 | Subcontracts for Commercial Items | AUG 2009 |
| I-126 | 52.245-1 | Government Property | APR 2012 |
| I-127 | 52.245-9 | Use and Charges | APR 2012 |
| I-128 | 52.246-25 | Limitation Of Liability—Services | FEB 1997 |
| I-129 | 52.247-14 | Contractor Responsibility for Receipt of Shipment | APR 1984 |
| I-130 | 52.247-15 | Contractor Responsibility for Loading and Unloading | APR 1984 |
| I-131 | 52.247-63 | Preference For U.S. Flag Air Carriers | JUN 2003 |
| I-132 | 52.248-1 | Value Engineering | FEB 2000 |
| I-133 | 52.251-1 | Government Supply Sources | APR 2012 |
| I-134 | 52.253-1 | Computer Generated Forms | JAN 1991 |

| DFARS CLAUSE | | TITLE | DATE |
|--------------|--------------|---|----------|
| I-135 | 252.216-7002 | Alternate A, Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition. | FEB 2007 |

Clause(s) Applicable to All CLINs

| DFARS CLAUSE | | TITLE | DATE |
|--------------|--------------|---|----------|
| I-136 | 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| I-137 | 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| I-138 | 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| I-139 | 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | JAN 2009 |
| I-140 | 252.203-7003 | Agency Office of the Inspector General | APR 2012 |
| I-141 | 252.203-7004 | Display of Fraud Hotline Poster(s) | SEP 2011 |
| I-142 | 252.204-7000 | Disclosure Of Information | DEC 1991 |
| I-143 | 252.204-7002 | Payment for Subline Items Not Separately Priced | DEC 1991 |
| I-144 | 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| I-145 | 252.204-7004 | Alternate A, Central Contractor Registration | SEP 2007 |
| I-146 | 252.205-7000 | Provisions Of Information To Cooperative Agreement Holders | DEC 1991 |
| I-147 | 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| I-148 | 252.211-7003 | Item Identification and Valuation | JUN 2011 |
| I-149 | 252.211-7006 | Passive Radio Frequency Identification | SEP 2011 |
| I-150 | 252.211-7007 | Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry | NOV 2008 |
| I-151 | 252.215-7000 | Pricing Adjustments | DEC 1991 |
| I-152 | 252.215-7002 | Cost Estimating System Requirements | FEB 2012 |
| I-153 | 252.219-7003 | Small Business Subcontracting Plan (DoD Contracts) | JUN 2012 |
| I-154 | 252.223-7001 | Hazard Warning Label | DEC 1991 |
| I-155 | 252.223-7004 | Drug-Free Work Force | SEP 1988 |
| I-156 | 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| I-157 | 252.225-7005 | Identification Of Expenditures In The United States | JUN 2005 |
| I-158 | 252.225-7012 | Preference for Certain Domestic Commodities | DEC 2008 |
| I-159 | 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| I-160 | 252.227-7013 | Rights in Technical Data - Noncommercial Items | FEB 2012 |
| I-161 | 252.227-7016 | Rights in Bid or Proposal Information | JUN 1995 |
| I-162 | 252.227-7030 | Technical Data – Withholding of Payment | MAR 2000 |
| I-163 | 252.227-7037 | Validation of Restrictive Markings on Technical Data | JUN 2012 |
| I-164 | 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| I-165 | 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | MAR 2008 |
| I-166 | 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| I-167 | 252.234-7002 | Earned Value Management System | APR 2008 |
| I-168 | 252.239-7001 | Information Assurance Contractor Training and Certification | JAN 2008 |
| I-169 | 252.242-7004 | Material Management And Accounting System | MAY 2011 |
| I-170 | 252.242-7005 | Contractor Business Systems | FEB 2012 |
| I-171 | 252.242-7006 | Accounting System Administration | FEB 2012 |
| I-172 | 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| I-173 | 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| I-174 | 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | AUG 2009 |
| I-175 | 252.244-7001 | Contractor Purchasing System Administration | MAY 2011 |
| I-176 | 252.245-7001 | Tagging, Labeling, and Marketing of Government-Furnished Property | APR 2012 |
| I-177 | 252.245-7002 | Reporting Loss of Government Property | APR 2012 |
| I-178 | 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| I-179 | 252.245-7004 | Reporting, Reutilization, and Disposal | APR 2012 |
| I-180 | 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |
| | | Alternate I | MAR 2000 |
| I-181 | 252.247-7024 | Notification of Transportation of Supplies by Sea | MAR 2000 |
| I-182 | 252.251-7000 | Ordering From Government Supply Sources | NOV 2004 |

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to Fixed-Price Incentive Fee (FPIF) Firm Target CLINs (X001)

I-183 FAR 52.216-16 -- Incentive Price Revision -- Firm Target (OCT 1997) Alternate I (APR 1984)

(a) General. The supplies or services identified in the Schedule as Items 0001-4001 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of 120% of Target Cost. Any supplies or services that are to be

(1) ordered separately under, or otherwise added to, this contract and

(2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission.

(1) Within 60 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree --

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less twenty percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus twenty percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that --

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices.

(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing --

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established -- increased or decreased in accordance with subparagraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for

(1) completed supplies and services accepted by the Government and

(2) those supplies and services not terminated under a partial termination.

All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(o) Provisioning and options. Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as target prices. Target cost and profit covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

(End of Clause)

Clause(s) Applicable to All CLINs

I-184 FAR 52.209-9 -- Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I-185 FAR 52.217-9 -- Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

I-186 FAR 52.222-42 -- Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

| Labor Category | SCA Directory of Occupations | Grade | Rate |
|---------------------------|------------------------------|-------|-------|
| Forklift Operator | 21021 | WG-4 | 15.34 |
| Material Handling Laborer | 21050 | WG-2 | 12.45 |
| Order Filler | 21071 | WG-3 | 13.90 |
| Shipping Packer | 21110 | WG-3 | 13.90 |
| Shipping/Receiving Clerk | 21130 | WG-3 | 13.90 |
| Supply Technician | 01410 | WG-7 | 19.65 |
| Truck Driver | 31364 | WG-7 | 19.65 |
| Warehouse Specialist | 21410 | WG-4 | 15.34 |
| Woodworker | 23980 | WG-4 | 15.34 |
| Material Coordinator | 21030 | WG-7 | 19.65 |
| Computer Systems Analyst | 14102 | GS-12 | 32.97 |
| Secretary II | 01312 | GS-5 | 15.00 |
| Order Clerk | 01191 | GS-3 | 11.95 |
| Mechanic | 05190 | WG-7 | 19.65 |

(End of Clause)

I-187 FAR 52.252-2 -- Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at these/these address(es):

<http://farsite.hill.af.mil>

(End of Clause)

I-188 DLAD 52.204-9000 -- Contractor Personnel Security (MAR 2012)

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ) or other DLA field activity office(s), with physical access to a Federally-controlled facility. Prior to beginning work on a contract, DLA and its field activity offices require all contractor personnel working on the Federally-controlled facility to have a favorably adjudicated National Agency Check with Written Inquiries (NACI) or NACI equivalent.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a Single Scope Background Investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency Check with Law and Credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
- (2) Citizenship status with date and place of birth;

- (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, and name of the agency that performed the investigation;
- (4) Company name, address, phone and fax numbers with email address;
- (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
- (6) Delivery order or contract number and expiration date; and name of the Contracting Officer.
- (d) The Contracting Officer will ensure that the contractor is notified as soon as a determination is made by the assigned or cognizant DLA Personnel Security Office regarding acceptance of the previous investigation and clearance level.
- (1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.
- (2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action.
- (3) The Contracting Officer will ensure that the respective DLA Personnel Security Office initiates the investigation for the required clearance level(s) of the Contractor personnel.
- (4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Personnel Security Office, in order to begin the investigation process for the required clearance level.
- (e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.
- (f) The Contractor shall submit each request for IT access and investigation through the contracting officer to the assigned or cognizant DLA Personnel Security Office. Requests shall include the following information and/or documentation:
 - (1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);
 - (2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and
 - (3) Form FD-258, fingerprint card (however, fingerprinting can be performed by the cognizant DLA Personnel Security Office).
- (Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic – Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, www.opm.gov, but hard copies of the forms are not accepted.)
- (g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Personnel Security Office at the time of fingerprinting or prior to the DLA Security Office releasing the investigation to the Office of Personnel Management.
- (h) Upon completion of the NACI, NACLC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by the office performing the investigation to either the appropriate adjudication facility for eligibility determination or the DLA Intelligence Security Division for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by the office performing the investigation to the Defense Industrial Security Clearance Office (DISCO) or DLA Intelligence Personnel Security Office.
- (i) A waiver for an IT-I or IT-II position to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee's completed forms. The request for a waiver must be approved by the Commander/Director or an authorized representative of the site. The cognizant DLA Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing, however, there will be no waiver for an IT-III position. The individual Contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.
- (j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.
- (k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures as provided by the DLA site Information Systems Security Officer. Violations of local AIS security policy, such as password sharing, performing personal

work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor is also required to obtain a common access card (CAC) for each contractor employee in accordance with procedures established at the DLA HQ or field activity office. When a CAC is required, the Contracting Officer will ensure that the contractor follows the requirements of Homeland Security Presidential Directive 12.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The Contractor shall notify the contracting officer in writing, within 12 hours, when a Contractor employee working on this contract resigns, is reassigned, terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Security Office so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule set forth in the contract, or waive the delivery schedule in any way. The Contractor shall meet the required delivery schedule unless the contracting officer grants a waiver or extension.

(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

(End of Clause)

I-189 DLAD 52.204-9002 – Solicitation Provisions and Contract Clauses Statement (JUN 2008)

Full text of all DLAD clauses listed within this individual solicitation are contained in the Part 52 – Solicitation Provisions and Contract Clauses, current version found at <http://www.dla.mil/j-3/j-336/icps.htm> and scroll down to clause central. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed.

(End of Clause)

I-190 DLAD 52.204-9003 – Vendor Security Requirements (MAY 2009)

(a) Work to be performed under this contract/task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) HQ or other field activity office(s), i.e., physical access to a Federally-controlled facility. DLA and its field activity offices require all contractor personnel working on the Federally-controlled facility to have a favorably adjudicated National Agency Check with Written Inquiries (NACI) prior to beginning work on a contract. Additionally, in accordance with Department of Defense (DoD) 5200.2-R, DoD Personnel Security Programs, and the Personnel Security Guidebook (DLA Personnel Security Program), all DoD consultants and contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three sensitivity levels, IT-I, IT-II, or IT-III. These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-sensitive. (Note: Non-Critical Sensitive - IT 2 requires a National Agency Check with Law and Credit (NACLC), Critical Sensitive - IT1 requires a Single Scope Background Investigation (SSBI), and Non-sensitive - IT III requires a National Agency Check with Written Inquiries (NACI).)

(b) At the option of the Government, previously completed security investigations may be accepted in lieu of new investigations if determined to be essentially equivalent in scope to the required NACI. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. In order to assist the

Government in making this determination, the contractor must provide the following information to the contracting officer immediately upon receipt of the contract. This information must be provided for each contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle initial
- (2) Social Security Number
- (3) Citizenship status
- (4) Date of Birth
- (5) Place of Birth
- (6) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, and name of the agency that performed the investigation.
- (7) Company name and address
- (8) Company phone and fax numbers
- (9) Company email address
- (10) Location of on-site workstation or phone number if off-site (if known prior to award)
- (11) Delivery order or contract number and expiration date
- (12) Name of contracting officer

(c) The Government will notify the contractor as soon as a determination is made regarding acceptance of the previous investigation. If a new investigation is deemed necessary, the contractor will be notified of such by the contracting officer or contracting officer's representative (CO/COR). It is the contractor's responsibility to ensure that adequate information is provided and that each contractor employee completes the appropriate paperwork in order to begin the investigation process. The contractor shall submit each request for investigation, through the CO/COR, to the DLA site Security Office. Requests shall include:

- (1) Electronic Personnel Security Questionnaire (EPSQ) (SF 85P, Questionnaire for Public Trust Positions). This form, as well as instructions for completion, is available at www.dss.mil.)
- (2) Fingerprint Card, (DD Form 258); the DLA site Security Office will perform all fingerprinting.
- (3) Proof of Citizenship (birth certificate or passport are acceptable, and must be the original or a certified copy.)
- (4) Appropriate documentation from the Immigration and Naturalization Service if the applicant is a foreign national.

Required documentation, set forth above, must be provided to the DLA site Security Office at the time of fingerprinting.

(d) Upon completion of the NACI, results will be forwarded to DLA HQ Command Security, Personnel Security Division (DSS-SC) for review and determination regarding the applicant's suitability to occupy the specified position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the NACI has been favorably adjudicated. Results of investigations now go to DISCO, not DES-SC.

(e) A waiver to allow assignment of an individual to commence work prior to completion of the NAC investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual's completed forms. The DLA site Security Office and the contracting officer reserve the right to determine whether a waiver request will be forwarded for processing.

The individual requesting the waiver may not be assigned to a position, e.g., physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been granted.

(f) The requirements of this clause apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the contractor. The Government retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, are deemed to conflict with the interests of the Government. The reason for removal shall be fully documented in writing by the contracting officer. When and if such removal occurs, the contractor shall assign qualified personnel, with the required investigation, to any vacancy thus created.

(g) All contractor personnel who are granted access to Government Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures as provided by the DLA site Information Systems Security Officer. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the employee from Government property and referral to the contractor for appropriate disciplinary action. Actions taken by the contractor in response to a violation will be evaluated and will be reflected in the contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(h) The contractor is required to obtain a Common Access Card in accordance with procedures established at the DLA HQ or field activity office.

(i) When a contractor employee is removed from the contract, the contractor shall provide an appropriately trained substitute who has met the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the contracting officer, stating that the new employee has met one of the criteria set forth in paragraphs (b), (c), or (e) of this clause, i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation. Individuals removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(j) The contractor shall notify the contracting officer in writing, within 12 hours, when an employee working on this contract resigns, is reassigned, terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems.

(k) These vendor security requirements do not excuse the contractor from meeting the delivery schedule set forth in the contract, or waive the delivery schedule in any way. Contractor shall meet the required delivery schedule unless the contracting officer grants a waiver or extension.

(End of Clause)

I-191 DLAD 52.215-9016 – Notice to Contractors and Defense Finance Accounting Services (DFAS) (NOV 2011)

Per Federal Acquisition Regulation (FAR) 15.204-1, Part IV of the solicitation/offer has been removed and retained in the contract file. Section K is hereby incorporated by reference. Therefore, the page numbers indicated on the front of the award and on the last page of the continuation sheet will not reflect the actual number of pages in the award document.

(End of Clause)

I-192 DLAD 52.217-9017 – Tailored Logistics Support Purchasing Reviews (NOV 2011)

(a) From the commencement of performance of this contract until 3 years after the final contract payment, the Contractor shall allow the Contracting Officer, Administrative Contracting Officer, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), and any other duly authorized representative of the Contracting Officer access to all records and information pertaining to those items or services for which the Government is relying on the Contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The Contractor shall maintain records subject to this clause for not less than 3 years after the contract final payment.

(b) The Contracting Officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph 1 of this clause to ascertain whether the Contractor has obtained the best value. The Contractor shall seek competition to the maximum extent practicable for all purchases. Contractor purchases of any supplies or services shall solicit a competitive quotation from at least two independently-competing firms. For other than sole

source items, the request for quotations shall, to the extent practical, solicit offers from different manufacturers or producers. If the Contractor is unable to obtain quotes for competing items from two or more such independently-competing firms, the Contractor shall retain supporting documentation for its rationale for selection of the suppliers solicited and chosen to supply the items, and for its determination that the price was fair and reasonable. The Contractor is responsible for maintaining this same documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

(1) A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Contracting Officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The Contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the Contracting Officer or the Contracting Officer's representative, the burden of proof shall be upon the Contractor to establish that the price is reasonable under the standards in Federal Acquisition Regulation (FAR) Subpart 15.4 and FAR 31.201-3.

(2) The Contractor shall keep the documentation to a minimum, but shall retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices shall be retained. Should the Contractor receive an oral price quotation, the Contractor shall document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies shall be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract shall include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation shall be made for each subcontractor performing work on this contract.

(c) When the Contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the Contractor shall immediately pass these savings to the Government in the contract price and invoice for payment. The Contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the Contractor has not already pre-priced the effort to use its own labor force, the Contractor shall provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

(d) If the Contracting Officer determines that the purchased product or service is unreasonably priced, the Contractor shall refund to the Government the amount the Contracting Officer determines is in excess of a reasonable price. The Contracting Officer shall notify the Contractor in writing in accordance with FAR 32.610, giving the basis for the determination and the amount to be refunded. The Contractor shall make the refund payment in accordance with directions from the Contracting Officer, and shall provide proof of the refund payment to the Contracting Officer. The Contracting Officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision shall be handled in accordance with the "Disputes" clause of this contract.

(e) At the midpoint of each performance period if the period is a year or less long or annually if the performance period is more than a year, upon receipt of notification from the Contracting Officer of the intent to exercise an option, or if otherwise requested, the Contractor shall provide the Contracting Officer an affirmation in the following form, signed by an authorized representative of the Contractor:

"To the best of my knowledge and belief, during the period beginning _____ (insert date) and ending _____ (insert date), _____ (insert Contractor's name) furnished all supplies or services called for by Contract number _____ in accordance with all applicable requirements. I further affirm that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and item identification, and are in the quantity required. The items and services were competed or prices are justified as fair and reasonable in accordance with the requirements of _____ (name/number of the clause)."

(End of Clause)

I-193 DLAD 52.228-9000 – Insurance (NOV 2011)

(a) The Contractor shall, at its own expense, provide and maintain during the entire period of any resulting contract, including any extensions granted by contract modification, at least the kinds and minimum amounts of insurance noted here:

(1) Workers' Compensation and Employer's Liability - \$150,000 (except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.)

(2) General Liability- \$500,000 per occurrence

(3) Automobile Liability – Property damage \$20,000 per occurrence, bodily injury \$200,000 per person and \$500,000 per occurrence.

(b) When requested by the Contracting Officer, the Contractor shall provide a copy of all subcontractors' proofs of required insurance no later than five (5) days before each subcontractor commences work on the Government installation.

(End of Clause)

I-194 DLAD 52.245-9002 Use of Government Furnished Property (NOV 2011)

(a) The Government shall furnish to the Contractor on a rent free or no charge basis the government property listed below for the period and for use in performance of this contract as shown:

| IDENTIFICATION OF GOVERNMENT PROPERTY | QUANTITY | PERIOD OF USE | PRESENT LOCATION |
|--|--------------------------------|--------------------------------------|------------------------------------|
| Material Handling Systems (MHS) (Reference TE 3.2) | As specified within TE 3.2 | Contract Period of Performance (POP) | DLA Distribution Hill, Utah (DDHU) |
| Material Handling Equipment (MHE) (Reference TE 3.3) | As specified within TE 3.3 | Contract Period of Performance (POP) | DLA Distribution Hill, Utah (DDHU) |
| Miscellaneous Equipment (Reference TE 3.4) | As specified within TE 3.4 | Contract Period of Performance (POP) | DLA Distribution Hill, Utah (DDHU) |
| Office Equipment (Reference TE 3.5) | As specified within TE 3.5 | Contract Period of Performance (POP) | DLA Distribution Hill, Utah (DDHU) |
| Information Technology (Reference TE 3.6 -3.7) | As specified within TE 3.6-3.7 | Contract Period of Performance (POP) | DLA Distribution Hill, Utah (DDHU) |
| Government Furnished Data Systems (Reference TE 3.8) | As specified within TE 3.8 | Contract Period of Performance (POP) | DLA Distribution Hill, Utah (DDHU) |

The above listed Government property shall be delivered by the Government within N/A days after the effective date of the award/contract free on board (f.o.b.) N/A in accordance with Federal Acquisition Regulation (FAR) clause 52.247-55 "F.O.B. Point For Delivery Of Government-Furnished Property."

Except to the extent specifically authorized elsewhere in this contract, no use of Government property other than as described and permitted above shall be authorized unless such use is approved in writing by the Contracting Officer and either rent calculated in accordance with the use and charges clause set forth in FAR 52.245-9 is charged or the contract price is reduced by an equivalent amount.

(End of Clause)

I-195 DLAD 52.245-9008 – Use of Government Facilities on a No Charge Basis (NOV 2011) – DLAD

[☒] (a) The Contractor is authorized to use, on a rent-free basis, in the performance of this contract, the Government-owned facilities provided under contract number .

[☐] (b) This contract is for an foreign military sales (FMS) requirement. The Contractor is authorized to use the Government-owned facilities provided under contract number . As rental for use thereof, the Contractor must remit monthly the sum of \$ to the ACO of the office designated for the administration of this contract.

(End of Clause)

I-196 DLAD 52.247-9012 – Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT."

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be

marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

(End of Clause)

I-197 DLAD 52.249-9000 -- Administrative Costs of Reprocurement after Default (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. *This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.*

(End of Clause)

Text Applicable to All CLINs

I-198 Requests for Overtime

Pursuant to FAR Clause 52.222-2, PAYMENT FOR OVERTIME PREMIUMS (JUL 1990), the Contractor shall submit its requests for overtime in writing (e-mail is acceptable) to the Contracting Officer's Representative (COR), with a copy to the Alternate COR and the Contract Specialist. Requests shall be submitted no later than (NLT) 2:00 p.m. (Eastern time) on the day when overtime is required and/or NLT 2:00 p.m. (Eastern time) Friday when weekend overtime is anticipated. In accordance with FAR 52.222-2, the written request shall:

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contract, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

The written request shall be approved in writing (e-mail is acceptable) by the COR or the Alternate COR prior to working the overtime. The contractor shall submit an overtime report (e-mail is acceptable) by employee and hours worked which documents the overtime accomplishments to the COR, with a copy to the Alternate COR and the Contract Specialist, by 11:00 a.m. (Eastern Standard Time (EST)) on the next normal working day.

In the event of an emergency request during after hours or on a holiday, the COR/ACOR or Commander may provide verbal permission (via telephone) for the use of overtime. All documentation cited above will be provided within two hours of start of the next regular workday. If none of these officials is available, the Site Manager may proceed to work only the amount of overtime required to respond to the emergency, with continued attempts to telephonically notify these officials, and with all documentation to be provided within two working hours of the start of the next regular work day.

(End of Text I-198)

I-199 Illegal Items not Authorized on Federal Installation

Illegal drugs, guns or other contraband are not authorized on this Federal installation. It is the contractor's responsibility to ensure that its employees working on-site at this installation are U. S. citizens or legal aliens with no outstanding warrants. This installation is manned by a DoD Police Force who possesses apprehension authority, which includes holding suspects for local authorities. The local authorities can issue a citation that charges the individual with a specific offense and requires the individual to appear before a Federal Magistrate. This agency processes illegal aliens in accordance with INS instructions.

(End of Text I-199)

I-200 Management of Contractor Employees

The Contractor personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed in the Performance Work Statement/Statement Of Work. The Contractor shall select, supervise, and exercise control and direction over its employees under this contract. The Contractor shall not supervise, direct, or control the activities of the Government personnel or the employee of any other contractor, except any subcontractor employed by the Contractor on this contract. The Government shall not exercise any supervision or control over the Contractor in the performance of contractual services under this contract. The Contractor is accountable to the Government for the actions of its personnel.

(End of Text I-200)

I-201 Mark Contract Number on All Correspondence

Contractor must mark the contract or purchase order number on all paperwork and shipments. The order number must appear on the exterior of the shipment. Failure to follow these instructions will hold up payment to you and could result in the return of merchandise at your expense.

(End of Text I-201)

END OF SECTION I

SECTION J - LIST OF ATTACHMENTS

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

J-1 DLAD 52.215-9017 -- List of Documents, Exhibits, and Other Attachments (APR 2008)

(a) This solicitation/award consists of the following documents, exhibits, and other attachments:

| NUMBER | TITLE | DATE | NUMBER OF PAGES |
|----------------|---|------------|-----------------|
| Attachment J.1 | Section C – Performance Work Statement (PWS) | 07/12/2011 | 161 |
| Attachment J.2 | Supplement to Attachment J.1 Section C – Site Specific Requirements | 10/26/2011 | 22 |
| Attachment J.3 | Department of Labor Wage Determination No 2005-2531 Revision No 12 | 06/13/2012 | 10 |
| Attachment J.4 | DD254-Contract Security Class Spec DDDC | 12/09/2011 | 2 |
| Attachment J.5 | RESERVED | N/A | N/A |
| Attachment J.6 | Subcontracting Plan | 12/09/2011 | 11 |
| Attachment J.7 | Contract Data Requirements List | N/A | 30 |

(End of Clause)
(End of Text J-1)

END OF SECTION J